

Nancy A. Mohr, SBN 101119  
28546 Taos Court  
Cathedral City, CA 92234  
(760) 325-2043

**FILED**  
JAN 29 2008  
STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

Respondent and In Pro Per

THE STATE BAR COURT  
HEARING DEPARTMENT – LOS ANGELES

In the Matter of  
NANCY ANNE MOHR,  
No. 101119,  
Member of the State Bar.

Case No. 06-O-15512;07-O10691  
Respondents' Answer and  
Affirmative Defenses to Notice  
of Disciplinary Charges

ANSWER TO JURISDICTION

1. In response to Paragraph 1, Respondent admits the allegations contained therein.

ANSWER TO COUNT ONE

CASE NO. 06-O-15512

2. In response to Paragraph 2, Respondent denies specifically all allegations contained therein.

3. In response to Paragraph 3, Respondent admits the allegation that her employment began on February 21, 2005 but denies it was through May 1, 2006. Respondent resigned from her position as an associate attorney with Lynch Crowell & Associates on April 28, 2006 with a written resignation. Contrary to some prior correspondence from the Bar

1 indicating Respondent's employment was terminated, that is simply false  
2 and David Lynch knows it.

3 4. In response to Paragraph 4, Respondent denies specifically all  
4 allegations contained therein and emphatically denies that Respondent ever  
5 acquired, took or misappropriated the Lynch firm's account number with  
6 Overnite Express either during her employment or any time thereafter.

7 5. In response to Paragraph 5, Respondent denies specifically all  
8 allegations contained therein.

9 6. In response to Paragraph 6, Respondent denies specifically all  
10 allegations contained therein.

11 7. In response to Paragraph 7, Respondent denies specifically all  
12 allegations contained therein.

13 8. In response to Paragraph 8, Respondent denies specifically all  
14 allegations contained therein and emphatically denies that Respondent  
15 committed an act of moral turpitude, dishonesty or corruption in "willful"  
16 violation of the *Business and Professions Code* Section 6106.

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18 ANSWER TO COUNT TWO

19 CASE NO. 06-O-15512

20 9. In response to Paragraph 9, Respondent denies specifically all  
21 allegations contained therein.

22 10. In response to Paragraph 10, Respondent admits the allegation that  
23 her employment began on February 21, 2005 but denies it was through  
24 May 1, 2006. Respondent resigned from her position as an associate  
25 attorney with Lynch Crowell & Associates on April 28, 2006 with a written  
26 resignation. Contrary to some prior correspondence from the Bar  
27 indicating Respondent's employment was terminated, that is simply false  
28 and David Lynch knows it.



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19. In response to Paragraph 19, Respondent denies specifically all allegations contained therein except for the fact that Respondent requested a \$300.00 additional retainer which Abriel paid.

20. In response to Paragraph 20, Respondent denies specifically all allegations contained therein.

21. In response to Paragraph 21, Respondent denies specifically all allegations contained therein.

22. In response to Paragraph 22, Respondent denies specifically all allegations contained therein.

23. In response to Paragraph 23, Respondent denies specifically all allegations contained therein.

24. In response to Paragraph 24, Respondent denies specifically all allegations contained therein.

25. In response to Paragraph 25, Respondent denies specifically all allegations contained therein.

26. In response to Paragraph 26, Respondent denies specifically all allegations contained therein and emphatically denies that her actions were intentional, reckless or not performed with competence in "willful" violation of Rule 3-110(A), Rules of Professional Conduct. Respondent did in fact write the referenced letter to the real estate company as set forth above. Respondent alleges that the other documents were prepared by her office that Abriel alleges were not done. Due to the dispute relating to the other documents Respondent agreed to refund the \$300.00 to Abriel and to date has refunded \$150.00 to Abriel.

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ANSWER TO COUNT FOUR

CASE NO. 07-O-10691

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4 27. In response to Paragraph 27, Respondent denies specifically all  
5 allegations contained therein.

6 28. The responses to Paragraphs 17 through 25 are incorporated  
7 herein by this reference.

8 29. In response to Paragraph 29, Respondent denies specifically all  
9 allegations contained therein.

10 30. In response to Paragraph 30, Respondent denies specifically all  
11 allegations contained therein and specifically denies any gross negligence.

12 31. In response to Paragraph 31, Respondent denies specifically all  
13 allegations contained therein and emphatically denies that Respondent's  
14 actions involved moral turpitude, dishonesty or corruption in "willful"  
15 violation of Business and Professions Code Section 6106.

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17 ANSWER TO COUNT FIVE

18 CASE NO. 07-O-10691

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20 32. In response to Paragraph 32, Respondent denies specifically all  
21 allegations contained therein. Respondent has refunded to Abriel in June  
22 of 2006 the sum of \$150.00 and the State Bar representative was aware of  
23 this.

24 33. The responses to Paragraphs 17 through 25 and 29 and 30 are  
25 incorporated herein by this reference.

26 34. In response to Paragraph 34, Respondent denies specifically all  
27 allegations contained therein. Respondent did earn the \$500.00 fee as  
28 stated in paragraph 17.

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1 35. In response to Paragraph 35, Respondent denies specifically all  
2 allegations contained therein. Respondent has refunded to Abriel in June  
3 of 2007 the sum of \$150.00 and the State Bar representative was aware of  
4 this through a telephone conversation from Respondent indicating  
5 Respondent had settled the matter with Abriel.

6 36. In response to Paragraph 36, Respondent denies specifically all  
7 allegations contained therein and emphatically denies that Respondent's  
8 actions were in wilful violaton of Rule 3-700(D)(2) of the Rules of  
9 Professional Conduct.

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11 ANSWER TO COUNT SIX

12 CASE NO. 07-O-10691

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14 37. In response to Paragraph 37, Respondent denies specifically all  
15 allegations contained therein.

16 38. The responses to Paragraphs 17 through 25 and 29, 3 and 34 to 35  
17 are incorporated herein by this reference.

18 39. In response to Paragraph 39, Respondent denies specifically all  
19 allegations contained therein.

20 40. In response to Paragraph 40, Respondent denies specifically all  
21 allegations contained therein and emphatically denies that Respondent's  
22 actions were in willful violation of Rule 3-700(D)(1) of the Rules of  
23 Professional Conduct.

24 41. In response to Paragraph 41, Respondent denies specifically all  
25 allegations contained therein and emphatically denies that Respondent's  
26 actions were in willful violation of Business and Professions Code Section  
27 6068(m).

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1 42. The responses to Paragraphs 17 through 25 and 29, 30, 34 to 35  
2 and 39 are incorporated herein by this reference.

3 43. In response to Paragraph 43, Respondent denies specifically all  
4 allegations contained therein and emphatically denies that Respondent's  
5 actions were in willful violation of Business and Professions Code Section  
6 6068(m).

7 ANSWER TO COUNT EIGHT

8 CASE NO. 07-O-10691

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10 44. In response to Paragraph 44, Respondent denies specifically all  
11 allegations contained therein.

12 45. In response to Paragraph 45, Respondent admits the allegations  
13 contained therein.

14 46. In response to Paragraph 46, Respondent admits the allegations  
15 contained therein.

16 47. In response to Paragraph 47, Respondent denies specifically all  
17 allegations contained therein. Respondent did in fact have telephone  
18 conversations with the State Bar Investigator regarding Abriel's Complaint  
19 and informed the State Bar Investigator that she settled the matter with  
20 Abriel by agreeing to refund the \$300.00.

21 48. In response to Paragraph 48, Respondent denies specifically all  
22 allegations contained therein and emphatically denies that Respondent's  
23 actions were in willful violation of Business and Professions Code Section  
24 6068(i). Respondent did verbally communicate with the State Bar  
25 advising them that Respondent and Abriel had resolved the matter and  
26 Respondent would refund to Abriel \$300.00 of which \$150.00 was paid to  
27 date.

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2                   **AFFIRMATIVE DEFENSES TO LYNCH COMPLAINT**

3                                   **CASE NO. 06-O-15512**

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5           1. As an Affirmative Defense, Respondent states that the facts as  
6 alleged in Count One and Count Two of Lynch's Complaint are false. The  
7 true facts are that on September 18, 2006 Respondent needed to get her  
8 MCLE compliance postmarked and mailed to the State Bar to avoid  
9 penalty. Respondent was in Court all day and by the time she returned, she  
10 had missed the U.S. post office time. Respondent's boyfriend, Sher  
11 Quadri, who was and still is employed by Lynch as a paralegal, came home  
12 from the office about 5:30 p.m. and saw the predicament Respondent was  
13 in. Mr. Quadri said he would go back to the office complex to see if he  
14 could send my MCLE compliance by one of the overnight companies that  
15 had pick-ups at the office complex. Respondent gave him a check to pay  
16 the fee and then Respondent left the matter in his hands. When Mr.  
17 Quadri returned he told Respondent he used Overnight Express and  
18 Respondent asked him the amount and he stated they didn't except  
19 individual payment but it would be billed to Lynch's account. Respondent  
20 told Mr. Quadri to leave a note with Mr. Lynch or his partner Ms. Crowell  
21 on Monday that he used the Overnight Express account and that as soon as  
22 the amount was billed to the Lynch account, Respondent would promptly  
23 pay it. Mr. Quadri forgot to leave the note Respondent requested and when  
24 the bill was received at the Lynch office, David Lynch wrongfully assumed  
25 that Respondent had his account number and used it without permission.  
26 The truth was Respondent never had Lynch's account number and Mr.  
27 Quadri used it because there was no other courier available for overnight  
28 delivery. The amount charged by Overnite Express was approximately

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2 \$30.00 for two deliveries and Respondent paid it immediately when the bill  
3 came in. However, Mr. Quadri's mistake of failing to notify the Office of  
4 Lynch that Monday let David Lynch to believe that Respondent had  
5 wrongfully acquired and used his Overnight courier account.

6 2. If David Lynch would have listened to Mr. Quadri's explanation  
7 he would have realized that it was Mr. Quadri who had access to his  
8 account number and had used it and that Respondent did not  
9 misappropriate his account number. The Lynch office did not suffer any  
10 economic damage as the amount billed by Overnight Express was  
11 immediately paid to David Lynch by Respondent the day the invoice was  
12 received by the Lynch office.

13 3. Respondent resigned from Lynch's office due to his unethical  
14 behavior that he wanted Respondent to participate in and due to David  
15 Lynch's insulting and harassing verbal statements and written memos to  
16 Respondent. Respondent is the victim of a personal vendetta and an act of  
17 revenge by David Lynch because Respondent resigned as an associate  
18 attorney with David Lynch's office. Respondent alleges that Lynch has  
19 filed similar complaints with the State Bar or has filed litigation against the  
20 other attorneys and law clerks that have left his employment and is known  
21 to wage "legal wars" with them as he is doing with Respondent now.  
22 Lynch has filed his Complaint to get even with Respondent for leaving his  
23 employ and to cause damage to Respondent's reputation with the false  
24 allegations Lynch has made.

25 4. Respondent, after leaving Lynch's employment did not receive her  
26 final paycheck from Lynch and Respondent filed a claim with the  
27 California Labor Board. This further angered Lynch and was another  
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3 reason for him to seek revenge and file this false and frivolous complaint  
4 against Respondent with the State Bar.

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6 **AFFIRMATIVE DEFENSES TO COUNT THREE THROUGH EIGHT**  
7 **CASE NO. 07-O-10691 (Abriel Complaint)**

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9 1. Respondent alleges that as an Affirmative Defense, that the true  
10 amount in dispute in Abriel's Complaints is \$300.00 and not \$800.00. See  
11 paragraph 17 and the first letter to Respondent from the State Bar stating  
12 the \$300.00 fee was in question.

13 2. Respondent had just opened her own office after leaving the  
14 Lynch firm and had gone through 3 office staff individuals. Although the  
15 work was done by Respondent, Respondent discovered later that it  
16 remained in the file and that one of the office staff failed to mail it to Abriel  
17 as Respondent instructed.

18 3. Respondent has taken responsibility for this and agreed to refund  
19 Abriel the \$300.00 in question. To date Respondent has paid Abriel  
20 \$150.00 and will pay the balance to Abriel by March 30, 2008 with the  
21 condition that Abriel will dismiss her complaint in its entirety against  
22 Respondent. The State Bar investigator was verbally notified of this  
23 Settlement with Abriel and as an oversight Respondent forgot to confirm it  
24 in writing. None of Respondent's acts regarding Abriel were done  
25 willfully and in contravention of the **Business and Professions Code** and  
26 the **Rules of the State Bar**.

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1           **WHEREFORE, Respondent prays:**

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3           1.   That Complainants Lynch and Abriel take nothing from their  
4   Complaints;

5           2.   That no disciplinary action be taken by the State Bar against  
6   Respondent as to either the Complaints of Lynch or Abriel;

7           3.   For costs of suit herein;

8           4.   Any other relief the Court deems proper to Respondent.

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10          Respectfully submitted,

11          *Nancy Anne Mohr*  
12          Nancy Mohr, Respondent in Pro Per

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14          Dated: January 28, 2008

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**PROOF OF SERVICE BY FIRST-CLASS MAIL-**

CASE NUMBER:

06-O-15512 and 07-O-10691

1. I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:  
28546 Taos Court, Cathedral City, CA 92234 (Riverside County, California)
3. On (date): January 28, 2008 I mailed from (city and state): Cathedral City, California the following documents (specify):  
**RESPONDENT'S ANSWER AND AFFIRMATIVE DEFENSES TO NOTICE OF DISCIPLINARY CHARGES**

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
  - a.  depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - b.  placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
  - a. Name of person served: **Brandon Tady, Esq.** State Bar Court Hearing Dept. Los Angeles
  - b. Address of person served:  

1149 South Hill Street	1149 South Hill Street
Los Angeles, CA 90015-2299	Los Angeles, CA 90015-2299

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 28, 2008

Norris Joseph Mohr

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



(SIGNATURE OF PERSON COMPLETING THIS FORM)